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ABSTRACT

Most faculty collective bargaining agreements now require supplemental compensation for the performance of any duty that is in addition to what is defined as the normal teaching load for college faculty. Virtually all agreements state very clearly what a basic faculty load is, and all other services are thus defined or designated as overload or extra-contractual, whereas many of these duties are considered part of the normal teaching load at non-union institutions. In the agreements, not only are they clearly defined by function, but the rates of pay and faculty selection procedures are also clearly expressed. Also, many agreements now contain guarantees for summer school teaching assignments, which ensure that faculty receive summer salaries (total or part), even though classes may be cancelled because of low enrollments. (Author/MSE)

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COLLECTIVE BARGAINING PERSPECTIVES

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Compensation for Overload and Extra Contractual Services

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Most collective bargaining agreements now require supplemental compensation for the performance of any duty which is above and beyond what is defined as the "normal teaching load" for faculty. Thus, these agreements now provide for the payment of extra salary for activities—such as advising, independent study, etc.—which have traditionally been a part of the normal teaching load for faculty. These "extra" services are generally referred to in agreements as "overload" or "extra-contractual" services. And, both nine-month as well as twelve-month faculty are covered by these overload clauses.

In this **Perspective** we are going to examine the content of agreements dealing with supplemental pay for (1) summer school teaching as an overload; (2) course overloads taught during the academic year; and (3) other types of overload activities performed during both the summer term as well as during the academic year.

Definition of Overload and Extra-Contractual Activities

What constitutes an overload or extra-contractual activity? While the definition varies from agreement to agreement and institution to institution, it can be generally defined as any duty or service performed which lies outside the normal teaching assignment or load, or is not covered in the normal job description of the faculty member. The following definition from one agreement will serve as an example of how overload is typically defined:

> An overload hour shall be defined as a contact hour, including any course preparation necessary therefore, in excess of the actual teaching load assigned to a faculty member covered by the agreement which is taught during the academic year, summer session, or intersession.

Some agreements define overload in terms of duties performed which are in excess of a basic teaching load expressed in terms of hours, days, and weeks:

> Teachers employed under a 38-week contract who voluntarily accept employment beyond their normal 35-hour weekly time schedule to teach courses in full-time programs between the hours of 7:30 AM and 5:20 PM shall receive pay for the added teaching assignments based on a direct proration of their 38-week contract salary.

Other agreements define a basic load in terms of teaching hours; e.g., 15 credit hours per semester.

But regardless of how the basic agreement is defined and agreed upon by the faculty member and the institution, most agreements now call for extra compensation for each and every duty performed beyond that basic agreement. These extra duties require that a separate contract be issued to each faculty member performing such duties. Interestingly enough, several agreements state that "the performance of overload or extra-contractual duties may not be considered in the evaluation of an instructor's standing as a full-time instructor."

Summer School Teaching As An Overload

Selection of Faculty

Faculty are chosen (or choose) to teach summer school classes in a variety of ways and with a number of considerations in mind—competence of the teacher, program requirements, student needs, availability of teachers, teacher's interest, times of courses, location of courses, past courses taught by the teacher, past evaluations of the teacher, and seniority. Typically, agreements use some kind of criteria to establish which faculty will teach summer school. When money is limited, for instance, summer teaching assignments may be made on a **rotation** basis among the qualified full-time faculty competent to teach the required courses.

Some agreements call for the assignment of summer teaching assignments based on **seniority**. And, in the event more than one faculty member has the same seniority date, assignment for that year is made by random selection. In subsequent years, such assignments are then made on a rotating basis for those faculty members.

While agreements may not require that a faculty member accept an offered summer teaching assignment, should the faculty member desire such an assignment, he/she is usually given priority over substitute or part-time faculty requesting summer teaching assignments.

Some agreements call for the use of a **point system** to determine summer teaching assignments. Under this system the faculty are selected for the needed areas of instruction based on the highest number of points they have accumulated over time while employed at the institution. For purposes of determining the number of points a faculty member has accumulated, calculations are made from the beginning date of a faculty member's full-time employment at the institution as follows: Each faculty member earns six (6) points for each contractual year at the college. Then, one point is deducted for each credit-hour taught during the summer session. Therefore, faculty members with the highest number of points are given priority in the assignment of teaching summer assignments since they have received the fewest number of summer teaching assignments relative to their years of full-time academic teaching service.

Under the point system, should two or more faculty members apply for limited summer teaching assignments, assignments are typically made on the basis of seniority.

In institutions where it is not possible or feasible to allow every faculty member to teach as much summer school as he or she desires, agreements stipulate that records be kept to insure that faculty are treated equitably in the assignment of summer school loads. And, these records must be made available to faculty for their information and approval. For example, one agreement delineates very clearly the procedure to be used for course overload assignments on a rotation basis:

> Rotation shall start with the senior qualified faculty member in the division. Adequate records shall be maintained by the Division Director of overload (and summer school assignments). Such records shall be made available to faculty members within the division. If a faculty member establishes that he or she did not receive his/her fair share of the extra work opportunities offered to faculty members covered by this agreement, he or she shall have preference for future extra work opportunities until reasonable balance is re-created.

Some agreements allow the department or division to establish its own selection procedure for extra contractual assignments, usually subject to the approval of the appropriate administrator.

Compensation for Summer School Teaching

There are several ways that compensation for summer school is determined. Some agreements call for pay to be made according to the **additional weeks of service** beyond the individual's basic contract. These salaries, then, might be determined on the basis of 1/16th to 1/42nd of that person's previous year's weekly contract salary for each hour of actual instruction during the summer.

Payment may be made on the basis of **dollars per contact-hour**. This figure may range between $20-$25 per teaching-hour.

Other agreements call for summer session salaries to be paid on the basis of **dollars per student credit-hour,** varying between $150-$300 per student credit-hour taught. Occasionally, a differentiation in pay is found in agreements to distinguish between levels of teaching experience; e.g., $200 per credit-hour for college teaching experience; $150 per credit-hour for noncollege teaching experience.

Another typical method of paying summer faculty is on the basis of **dollars per course**—typically $600 to $1,200 per course.

On occasion, agreements provide for payment of summer school salaries **based on academic rank.** A lecturer, for example, might receive $700 for teaching a three-hour course while the same course taught by an assistant professor would pay $800.

Some agreements pay on the basis of **weekly contact-hour**, with salaries ranging from $70-$110 per contact-hour.

Several agreements called for pay to be based on a **percentage of the previous year's salary for each credit hour** of summer school taught; e.g., 2.7 percent of the previous year's salary per each credit-hour taught.

It is interesting to note that more than one agreement called for additional compensation for class preparation time in addition to compensation for the actual teaching of summer school coursework.

Several agreements called for a proportionate reduction in summer salary based on the number of students below a minimum class size—usually six to ten.

Summer School Workloads/Schedules

Most agreements clearly specify workload maximums as well as summer school length. Normally, workloads for summer teaching are limited to 6-9 credit-hours per session. These maximums are generally applied to summer sessions which are eight weeks in length. While the length of the working day is not normally defined for summer teaching assignments, in the majority of agreements, at least one agreement went so far as to define a summer school day as "seven and one half consecutive hours per day including lunch."

Summer School Job Guarantees

Several agreements have a summer job guarantee clause which provides for some type of income should classes be cancelled. In such an event the faculty member may be assigned to a non-teaching activity such as administrative research, curriculum development, or some other comparable task. Such alternative guaranteed assignments typically pay the faculty member the same as he/she would have been paid had the classes been taught.

At least one contract called for the payment of a stipend as "standby compensation" to faculty for courses which were offered and subsequently cancelled because of low enrollment. This stipend paid the faculty member $200 for each cancelled course and was in lieu of any other paid non-teaching assignment.

Removal From Summer School Eligibility Roster

Agreements may, for a variety of reasons, stipulate that a faculty member be removed for a specified period of time from the list of faculty eligible for

summer school assignments. The following reasons were cited by agreements for such action: (1) Allowing unauthorized persons to attend class for more than one class session; (2) failure to turn in grades on time; (3) failure to meet classes at the time scheduled and for the length of time stipulated; (4) unsatisfactory evaluation by administrators and faculty evaluation committees; and (5) failure to complete the teaching commitment after accepting that commitment. Usually such a ruling of ineligibility occurs only if the undesirable behavior of the faculty member persists after a written warning from his/her supervisor or appropriate administrator.

Separate Contracts

Virtually all collective bargaining agreements call for the issuance of separate faculty contracts for summer school teaching assignments. These contracts clearly stipulate work responsibility and amount of salary for summer teaching.

Academic Year Course Overloads

Selection of Faculty

In most agreements regular full-time faculty have first choice in the selection of overload teaching assignments. Some agreements call for the selection of faculty for these assignments on a rotation basis. In other agreements, faculty are chosen for overload assignments according to the program needs of the institution. One agreement outlined quite clearly the method of selecting faculty for extra contractual and emergency assignments as follows:

> When extra contractual assignments and emergency substitutions are made, the following are the priorities which must be considered:
>
> (1) Qualified teachers in the department which is offering the class.
> (2) Qualified teachers in the division which is offering the class.
> (3) Qualified members of the college faculty.

Some agreements contained clauses which prescribed a method for handling course **underloads** as well as course overloads. One agreement dealt with unavoidable underload/overload problems in one academic year by requiring equivalent overload or underload assignments in the subsequent term or year. Should this turn out to be impossible for some reason, salaries were then adjusted upward to downward proportionately:

> If the condition of an overload or underload is unavoidable for a semester or year, adjustments will be made through the following sequential order:
>
> 1) A compensating underload-overload the following semester or a special assignment to the teacher, if possible. Such compensating overload would not exceed 130% per semester.
> 2) Evening or Saturday assignment, if possible.
> 3) A proportionate reduction in pay if the teacher does not wish to take an evening or Saturday assignment, or an increase in pay will be made, if the above alternatives are not possible.

In this agreement, then, the institution is assured that every faculty member will teach an equivalent full-time load over a period of time by teaching evening or Saturday classes, by teaching a course overload in subsequent semester or term, or by taking a reduction in pay if none of the previous options is available.

Conversely, when a faculty member is required to teach a course overload, the compensation may be in the form of extra salary compensation or released time in a subsequent term or session.

Overload Maximums

For the most part, agreements allow faculty to teach no more than one overload course per semester of no more than a specified number of hours per semester—usually 4 hours. Several agreements state the maximum in terms of contact-hours per year; e.g., 18 contact-hours per year.

In at least one agreement the administrators determined the amount of overload faculty could teach:

> Associate Deans, within the Board's budgetary limitations, shall attempt to give faculty members as much overload within their subdivisions as they may desire and the Associate Dean determines they can handle.

Even in this particular agreement, which allowed faculty to teach as much overload as they wanted, faculty were given permission to teach additional overload courses in other divisions, if approved by the appropriate administrators.

Compensation for Teaching Course Overloads

The bases for paying faculty for teaching course overloads are so varied that it might be more useful to merely list representative examples from existing agreements as examples:

(1) Dollars per credit hour taught; e.g., $350 per credit hour;
(2) Dollars per credit hour taught plus a percentage of the base annual salary; e.g., $275 per credit hour plus 2/3 of 1 percent of the base annual salary;
(3) Dollars per student enrolled; e.g., $100 for 1st student, $50 for 2nd student, $25 for each additional student; or a flat number of dollars per student enrollee;
(4) Straight time pay for teaching overloads during holidays or recess periods;
(5) Time and a half pay for course overloads;
(6) Payment based on academic rank for each 3-hour course; e.g., Instructor—$800, Assistant Professor—$900, Associate Professor—$1,000, Professor—$1,200.*
(7) Pay on a pro-rata basis according to the lowest base salary within each rank and
(8) Payment on the basis of clock hours; e.g., $9.50 per hour.

*The agreement which called for payment according to academic rank contained an interesting contingency clause concerning low enrollment classes. "For teaching less than six (6) students in a required course faculty shall be paid **additional** compensation of one hundred ($100) per student." Of the many contracts analyzed, this was the only one to call for extra compensation to teach low enrollment classes.

Other Overload Activities Eligible for Supplemental Pay

In addition to payment of supplemental salaries for summer teaching assignments and for the teaching of course overloads during the academic year, many agreements now call for supplemental pay for a wide variety of other services which lie outside the base faculty agreement. In non-union institutions many of these services are typically performed as part of the job at no extra cost to the institution—student advising and committee assignments, for example. But in those institutions governed by collective bargaining agreements, contract duties are specified in detail; any service or activity above and beyond the base faculty contract requires the institution to contract separately with each faculty member and to provide supplemental pay for these services. The following are representative examples of these extra contract services and associated rates of pay:

(1) **Independent Study**—(For individuals or as a class) paid on the basis of student credit-hours generated; e.g., $24/SCH.
(2) **Coaching Activities**—paid on the basis of extra pay or released time for each activity.
(3) **Advising Activities**—(e.g., Band, Chorus, Yearbook Dramatics) paid on the basis of extra pay or released time for each activity.
(4) **Student Advising**—paid as a flat rate (e.g., $2.50) per semester for each advisee.
(5) **Off-Campus Teaching**—when taught as overload, paid $5.00 per hour travel time plus mileage at 12 to 15 cents per mile, in addition to course overload salary compensation.
(6) **Evening School Teaching**—when taught as part of basic load, paid an extra amount based on 1/1,300th of contracted salary per hour of instruction. (This contract also called for an additional 1/2-hour compensation per class session for class preparation time and consulting time with students.)
(7) **Timer or Scorer at Athletic Events**—usually paid on the basis of dollars per hour; e.g., $10 per hour.
(8) **Administrative Supplement**—payment may be based on administrative position as well as size of administrative unit in terms of faculty; e.g., a department chairman with five (5) or less faculty might receive an additional $600 per year; a department chairman heading up a unit with more than 10 faculty might receive an administrative supplement of $1,000; or the administrative supplement might be paid on the basis of position alone; e.g., Associate Director—$600, Department Chairperson—$750, Director—$1,000, Assistant Dean—$1,000, Associate Dean—$1,500.
(9) **Correspondence Courses**—paid on the basis of dollars per semester credit-hour; e.g., $15; for complete revision of a course—$25; and for design of a new course—$50 per credit-hour.
(10) **Committee Work**—extra salary credits are allowed for each committee served on.
(11) **Professional Development Activities**—participation in service courses, colloquia, workshops, professional and industrial workshops, institutes, and other related activities all qualify the faculty member for supplemental pay.

Summary

If there is one word that best characterizes the content of higher education collective bargaining agreements today concerning overload and extra contractual services, that word is **specificity**. Virtually all agreements state very clearly what a normal or basic faculty load is—all other duties and services are then defined or designated as overload or extra contractual. Many of these duties are considered a part of the normal teaching load at non-union institutions (as they probably were at one time in the institutions now governed by collective bargaining agreements). Not only are these duties and services clearly defined in terms of function—the rates of pay and faculty selection for these duties also are clearly delineated.

Also, many agreements now contain guarantees for summer school teaching assignments which insure that faculty receive summer salaries, in total or in part, even though classes may be cancelled because of low enrollments.

Thus, the faculty member insures that he/she will receive extra pay for extra work on an equitable basis through clearly specified clauses built into the basic collective bargaining agreement.

Collective Bargaining Perspectives, a monthly publication of the Department of Education, College of Human Resources and Education, West Virginia University, is intended to be a means to distribute information about the union-management contractual conditions which affect the nature of higher education institutions. The information contained in this publication is extracted from an extensive collection of contracts maintained by the Department.